

**RESOLUTION NO. 2019-53**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JANUS RESEARCH GROUP, INC. TO PROVIDE THE CULTURAL RESOURCES ASSESSMENT SURVEY RELATED TO THE SAFE ROUTES TO SCHOOL PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) wishes to retain a cultural resources consultant to conduct a cultural resource assessment survey related to the Safe Routes to School Project (the “Services”); and

**WHEREAS**, the Village wishes to engage Janus Research Group, Inc. (the “Consultant”) to perform the Services; and

**WHEREAS**, pursuant to 2-87 of the Village Code of Ordinances (“Village Code”), the Services to be provided by the Consultant are exempt from the Village’s competitive bidding procedures; and

**WHEREAS**, the Village Council desires to engage the Consultant to provide the Services and approves the Professional Services Agreement attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval.** That the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" is approved.

**Section 3.**     **Authorization.** That the Village Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A" with the Consultant for the Services, in an amount not to exceed \$15,000, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 27<sup>th</sup> day of August, 2019.

ATTEST:

  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

  
MICHAEL W. DAVEY, MAYOR



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE VILLAGE OF KEY BISCAYNE  
AND  
JANUS RESEARCH GROUP, INC.**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter the "Village"), and **JANUS RESEARCH GROUP, INC.**, a Georgia Corporation, whose principal address is 1107 N. Ward Street, Tampa, Florida 33607 (hereinafter, the "Consultant").

**WHEREAS**, the Village desires certain cultural resources consulting services; and

**WHEREAS**, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal, dated May 23, 2019 and May 28, 2019 (Cost Proposal), attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

**1. Scope of Services.**

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").
- 1.2 Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

**2. Term/Commencement Date.**

- 2.1 This Agreement shall remain in effect from the Effective Date through to final payment thereafter, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated in an amount not to exceed \$15,000.00.
- 3.2 Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

- 5.1 Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2 Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

- 6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3 The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**8. Termination.**

- 8.1 The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

- 9.1 Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
  - c. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
  - d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- 9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.
- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Loss Payee.** The Village is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.
- 9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be

responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

**11. Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3 The provisions of this section shall survive termination of this Agreement.



**13. Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:       Andrea Agha  
                              Village Manager  
                              Village of Key Biscayne  
                              88 West McIntyre Street  
                              Key Biscayne, FL 33149

With a copy to:       Chad Friedman, Esq.  
                              Village Attorney  
                              Weiss Serota Helfman Cole & Bierman, P.L.  
                              2525 Ponce de Leon Blvd., Suite 700  
                              Coral Gables, FL 33134

For the Consultant:   Janus Research Group, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Governing Law and Venue.**

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled

information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3 Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jennifer Medina, CMC**  
**Mailing address: 88 West McIntyre Street**  
**Key Biscayne, FL 33149**  
**Telephone number: 305-365-5506**  
**Email: [jmedina@keybiscayne.fl.gov](mailto:jmedina@keybiscayne.fl.gov)**

**17. Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.**

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**22. Survival of Provisions.**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Public Entity Crimes Affidavit.**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25. Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONSULTANT:**

**JANUS RESEARCH GROUP, INC.,** a  
Florida Corporation

	By: 
	Name: 
	Title: _____
	Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE VILLAGE:**

**VILLAGE OF KEY BISCAYNE**, a  
Florida municipal corporation

By: \_\_\_\_\_  
Andrea Agha  
Village Manager  
Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jennifer Medina  
Village Clerk, CMC

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Scope of Services are those contained in the Proposal dated May 23, 2019 and May 28, 2019 (Cost Proposal), attached hereto and incorporated herein by reference.





**Janus Research**  
**May 23, 2019**  
**Cultural Resources Assessment Survey for Safe Routes to School Project**  
**Village of Key Biscayne (438162-1)**  
**Miami-Dade County**

Please find a cost proposal for our services to perform a Cultural Resource Assessment Survey for the Village of Key Biscayne. Because this is a LAP project and must meet Florida Department of Transportation guidelines, the project methodology will comply Section 106 of the *National Historic Preservation Act (NHPA) of 1966* (Public Law 89-665, as amended), as implemented by 36 CFR 800 -- *Protection of Historic Properties* (incorporating amendments effective August 5, 2004); Stipulation VII of the *Programmatic Agreement among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (FDHR), the State Historic Preservation Officer (SHPO), and the FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida* (Section 106 Programmatic Agreement, effective March 2016, amended June 7, 2017); Section 4(f) of the *Department of Transportation Act of 1966*, as amended (49 USC 303); Chapter 267, *Florida Statutes*; and the minimum field methods, data analysis, and reporting standards embodied in the FDHR' *Cultural Resource Management Standards and Operational Manual* (February 2003), and Chapter 1A-46 (*Archaeological and Historical Report Standards and Guidelines*), *Florida Administrative Code*. In addition, this report will be prepared in conformity with standards set forth in Part 2, Chapter 8 (*Archaeological and Historic Resources*) of the *FDOT Project Development and Environment Manual* (January 2019). All work will also conform to professional guidelines set forth in the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716, as amended and annotated) and Chapter 1A-46 (*Archaeological and Historical Report Standards and Guidelines*), *Florida Administrative Code*.

***Background Research***

As part of our services, Janus Research will survey and photograph the historic resources in the immediate area of potential effect (APE), perform background research regarding the historic significance of the resources, and determine if they are potentially eligible for listing in the National Register of Historic Places (National Register).

A historical literature and background information search pertinent to the project areas will be conducted. This will include a search of the Florida Master Site File, County and local site inventories, books and journal articles, unpublished CRM reports, and the like. Every effort will be made to solicit historic and site location information from other professionals, amateur archaeologists and collectors, lay historians, and the local residents of the project area.

In addition to reviewing the previously compiled archaeological site data for the project area, environmental variables known to be associated with prehistoric and historic sites will be reviewed for the purpose of developing a predictive model of archaeological site occurrence. Predictive models enable the researcher to stratify a study area into areas of high site potential based on the co-occurrence of relevant environmental variables. Data from archaeological surveys throughout Florida have

repeatedly demonstrated the validity of using environmental variables as predictors of prehistoric site location.

#### *Cultural Resource Assessment Survey*

##### **Archaeological Survey.**

An archeological desktop analysis and reconnaissance survey will be conducted to include a review of the most current Florida Master Site File (FMSF) data as well as a review of the associated FMSF forms and survey reports to assess the accuracy of the locational data and evaluate whether the previous surveys meet the current requirements of Section 106 of the *NHPA of 1966* (Public Law 89-665, as amended), as implemented by 36 CFR 800 -- *Protection of Historic Properties* (incorporating amendments effective August 5, 2004), the revised Chapter 267, *Florida F.S.*; and the standards embodied in the Florida Division of Historical Resources' (FDHR) *Cultural Resource Management Standards and Operational Manual* (February 2003) and Chapter 1A-46 (*Archaeological and Historical Report Standards and Guidelines*), Florida Administrative Code (F.A.C.). An analysis of available historic aerials, historic General Land Office (GLO) plat maps and associated surveyors' notes, United States Geological Survey (USGS) quadrangle maps, and pertinent environmental features will also be conducted to help identify areas of archaeological probability. The results of the desktop analysis will be documented in a technical memorandum which will include a map showing a preliminary APE, the locations of any previously recorded archeological sites and areas of archaeological probability. A visual survey will also be conducted as well as shovel testing, where feasible. .

Preliminary research identified one previously recorded archaeological site within a potential APE, A visual survey will be conducted to document existing conditions and determine if subsurface testing is feasible, particularly within the area of the previously recorded archaeological sites. Prior to any subsurface testing, coordination with the Sunshine One Call Center will also be conducted to identify the locations of underground utilities.

**Historic Resources Survey.** Based on this project, an architectural historian and at least one technical assistant will conduct an historic resources survey to ensure that resources are identified, properly mapped, and photographed. Janus Research has conducted numerous projects with similar scopes, and a key aspect of this work is defining the area of potential effect (APE). Due to the nature of the improvements, the APE will be narrowly defined to include resources that may be impacted by proposed improvements. Florida Master Site File (FMSF) forms will only be completed for resources directly within the APE; the forms will include field data, notes from site observations and informant interviews. Photographs will be taken with a digital camera. A log will be kept with the resource's physical location and compass direction of each photograph. Resources adjacent to the APE will be visually reviewed in respect to the proposed improvements as well, but FMSF forms will not be prepared.

Background review identified that portions of the proposed improvements are within the previously recorded Western Key Biscayne Neighborhood historic district (8DA11611). Additionally, improvements are proposed along Crandon Boulevard, which has been designated a State Historic Highway per Chapter 88-418, and amended by Chapters 2002-20 and 2004-366 of the Laws of Florida to allow exceptions to the restrictions based on emergency vehicle access and for public safety. Additional recorded and unrecorded historic structures are located adjacent to

the proposed improvements. While these individual buildings are likely to be outside of the historic resources APE, this would need to be confirmed during review of project plans and a field review.

#### *Report*

A report presenting the methods, findings, evaluations, and recommendations of the cultural resource assessment survey will be prepared and submitted to the client for review and comment. This report will be prepared as to conform to the standards set forth in the FDOT PD&E Manual's requirements as well as the FDHR Historic Preservation Compliance Review Program manual. After receiving the comments, Janus Research will revise the document and prepare a final that will be submitted to the Florida Department of Transportation and then the State Historic Preservation Officer for concurrence. We will provide a digital version of the report on CD, and hard copies will be produced, including the hard copy and associated materials required by the State Historic Preservation Officer. Please consider that this document may also be required to be transmitted to the FDOT Office of Environmental Management (OEM) for review before it is sent on to the SHPO.